

Amendment #3
B3-1131-NTSX

**AMENDMENT #3
BLANKET PURCHASE AGREEMENT**

Category 2 - ER Hazmat
and
Category 9 - Specialized Equipment

BPA No. B3-1131-NTSX

Effective Date: Date of CO Signature

PURCHASE OFFICE

U.S. Environmental Protection Agency
Superfund/RCRA Regional Procurement Operations Division
Ariel Rios Building
1200 Pennsylvania Avenue, NW (3805R)
Washington, DC 20460
ATTN: Tanya A. Hoston, Contracting Officer

CONTRACTOR

Pine Environmental Services, Inc.
92 North Main Street, Bldg 20
Windsor, NJ 08561
Attn: Michelle Hermelee

Description of Amendment:

The purpose of this amendment is to incorporate ordering clauses and provisions into the BPA, revise Section 2 - Description of Supplies/Services and Section 5 - Pricing Compliance of the BPA, and incorporate an updated "Authorized Personnel Listing" under Section 12 - Incorporated Documents.

The following clauses and provisions are incorporated into the BPA:

The following clauses are incorporated by reference:

52.212-1, Instructions to Offerors - Commercial Items (OCT 00)

52.212-3, Offeror Representations and Certifications - Commercial Items (JUL 00)

52.212-4, Contract Terms and Conditions - Commercial Items (FEB 02)

52.212-5, Contract Terms and Conditions Required to Implement Statues or Executive Orders - Commercial Items (MAY 02)

52.213-3, Notice to Suppliers (APR 84)

52.213-1, Fast Payment Procedure (FEB 98)

Go to the following URL address <http://www.arnet.gov> to view the full text of the incorporated-by-reference FAR clauses.

FAR Governs Vendor Specific Contracts; Disputes (JUL 2003)

In the case of conflict between the terms and conditions of the vendor's agreement and the terms and conditions of the Purchase Order and all applicable federal procurement status and regulations, the terms and conditions of the purchase order and all applicable federal procurement statues and regulations will govern.

For PO and Payment Information

For payment information, contact the Finance Office on (202) 565-2550. For purchase order information, contact the "Buyer" indicated in block 10 of the Purchase Order.

Invoices

Invoices shall be prepared in original and at least one copy, containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due. Invoices shall be submitted to the address specified in block 21 of the order. For status of Invoice Payments, call the Finance Office's Customer Service at (202) 565-2550.

Payment - Monthly Invoicing for Services

Monthly payments will be authorized by tasks completed, receipt of an invoice, and approval by the Project Officer.

Project Officer

The project Officer defined in block 6 of the purchase order is hereby designated as the project officer for the requirement. As such, he/she shall:

1. Provide all information of a general nature necessary in the performance of this order.

2. Be responsible for inspection and acceptance of the services for the certification of invoices.

The PROJECT OFFICER DOES NOT have the authority to issue any technical direction which changes or modifies the scope of work, or alter the period of performance.

Tax

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this BPA is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products properly used in combination with the contractor's product properly exchange date data within it.

99-1 Compliance with Veterans Employment Reporting Requirements (OCT 98)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [X], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

1552.211.79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCE MANAGEMENT (OCT 00)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with *EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.*

(3) EPA Computing and Telecommunications Services. *The Enterprise Technology Services Division (ETSD) Operational Directives Manual* contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) *Printed Documents.* Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency

Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) *Electronic Access.* Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUS (MAY 99)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

____ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I to 52.219-5

____ (iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I if 52.219-23.
- ____(9) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(10) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __X__(12) 52.222-26, Equal Opportunity (E.O. 11246).
- ____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____(16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ____(17) 52.225-1, Buy American Act-- Trade Agreements Act-- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582)
- ____(18) [Reserved]
- ____(19) 52.225-18, European Union Sanction for End Products (E.O.12849).
- ____(20) 52.225-18, European Union Sanction for Services (E.O.12849).

____(21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187)

____ (ii) Alternate I of 52.225-21.

__X_(22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

__X_(23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

____(26)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

52.213-2 INVOICES (APR 84)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state-

- (a) the starting and end dates of the subscription delivery; and
- (b) either that orders have been placed in effect for the addressees required, or the that the orders will be placed in effect upon receipt of the payment.

2. Description of Supplies/Services:

Mercury Vapor Analyzers, pH/Water Quality Meters, PIDs and PID/FID combos;
Repair and Maintenance of Equipment as described in Attachment #2 - Pine Environmental BPA Modification Letter; Accessories, Spare and Replacement Parts Listed in Attachment #3 - Exhibit A: Accessories, Spare and Replacement Parts.

5. Pricing Compliance:

The contractor agrees that any purchase order placed under this agreement will be given the following price/discounts:

Equipment Item

Item #9-6 Mercury Vapor Analyzer Jerome 411/431

Item #9-6 PH/Water Quality Meters YSI 556

Item #2-4 Multi Rae Plus with PID (Rae Systems)

Item #2-5 TVA 1000 B PID/FID Combo (Thermo Electron)

See Attachment #2 for Repair and Maintenance of Equipment and Attachment #3 for Accessories, Spare and Replacement Parts.

12. Incorporated Documents:

- b. The updated “Authorized Personnel Listing” is at Attachment 1. This represents all individuals and companies authorized to use this BPA. In addition, the “Authorized Personnel Listing” is maintained at the following website:
<http://www.epa.gov/oamsrpod/ersc/bpa/authlist.pdf>.

Signature:

Date:

Michelle Hermelee
Sales Manager
Pine Environmental Services, Inc.

Approved:

Date:

Tanya A. Hoston
Contracting Officer
Environmental Protection Agency

Attachment 1
Authorized Personnel Listing

URL address of Authorized Personnel Listing
<http://www.epa.gov/oamsrpod/ersc/bpa/authlist.pdf>

Attachment #2
Repair and Maintenance of Equipment

Pine Environmental Services, Inc.
Windsor Industrial Park, 92 North Main Street, Bldg. 20, Windsor, NJ 08561
800-301-9663 www.pine-environmental.com

Wednesday, January 28, 2004

Carolyn Rossmann
U.S. EPA
Office of Acquisition Management
1300 Pennsylvania Avenue, NW
Mail Code 3805R
Washington, D.C. 20460

RE: PINE ENVIRONMENTAL – BPA MODIFICATION

Dear Carolyn:

Pine Environmental would like to offer the U.S EPA an option on the Blanket Purchase Agreement for **Repair and Maintenance of Equipment**. Pine Environmental will repair and maintain the equipment on the BPA. Our offer includes:

- ✓ **FREE Evaluation of the Instrument**
- ✓ **Detailed Estimate including labor and parts provided in 3 days**
- ✓ **Repair rate to be billed at a discounted rate of \$50.00 per hour**
- ✓ **Parts to be billed at a discounted rate off the list price less five percent**
- ✓ **On-Site Repair offered at same rate on a quarterly basis per EPA Region**
- ✓ **Loaner Unit, at no charge, provided if repair takes longer than 2 weeks**
- ✓ **Ongoing Technical support for all products covered under the BPA at all times
(Emergency number available for after-hours support)**

If you have any questions please contact me toll-free at 800-301-9663 ext.11. I look forward to hearing from you soon!

Sincerely,

Michelle Hermelee
Pine Environmental Services, Inc.
mhermelee@pine-environmental.com

Attachment #3
Accessories, Spare and Replacement Parts

Exhibit A: Accessories, Spare and Replacement Parts for Items on BPA-1131-NTSX

<u>PART #</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>USED WITH</u>
Y431-0903	431-X Maintenance Kit	\$420.00	431-X MERCURY
CR012BS	Standard Probe Assembly	\$900.00	TVA1000 PID/FID
CR013DF	Enhanced Probe Assembly	\$2,500.00	TVA1000 PID/FID
CR011PF	Extension Wand	\$475.00	TVA1000 PID/FID
CR012XL	Carrying Case	\$911.00	TVA1000 PID/FID
CR012ZC	Battery Charger, 120V 50/60HZ	\$395.00	TVA1000 PID/FID
CR012ZN	PC Interface Cable	\$125.00	TVA1000 PID/FID
CR012ZM	Analog Cable for Recorder	\$248.00	TVA1000 PID/FID
CR012WJ	Hydrogen Fill Assembly	\$479.00	TVA1000 PID/FID
510095-1	Charcoal Filter Adapter	\$203.00	TVA1000 PID/FID
CR012DY	Shoulder Strap	\$53.00	TVA1000 PID/FID
CR012PU	Service Tool Kit	\$216.00	TVA1000 PID/FID
CR012LZ	Spare Battery, 7.2V	\$325.00	TVA1000 PID/FID
CR012YZ	Capsule, PID 11.8 eV	\$1,400.00	TVA1000 PID/FID
CR011YY	Capsule, PID 10.6 eV	\$1,100.00	TVA1000 PID/FID
CR013GU	Capsule, FID	\$550.00	TVA1000 PID/FID
CR013FM	End Cap, FID Capsule	\$150.00	TVA1000 PID/FID
CR013LV	Sample Line Fitting Replacement Assembly	\$69.00	TVA1000 PID/FID
CR013KP	Flame Arrestor (pkg. of 5)	\$105.00	TVA1000 PID/FID
620090	Filter Cup (pkg. of 5)	\$27.00	TVA1000 PID/FID
CR011WC	Hydrogen Tank Assembly	\$600.00	TVA1000 PID/FID
CR012TM	PID Cleaning Kit	\$87.00	TVA1000 PID/FID
CR012PT	Spanner Tool, PID/FID	\$29.00	TVA1000 PID/FID
TR103AA	Sample Line Elbow Fitting	\$20.00	TVA1000 PID/FID
CR015AC	Water Trap Probe Assembly (1 membrane)	\$300.00	TVA1000 PID/FID
CR015DK	Membrane (pkg. of 10)	\$100.00	TVA1000 PID/FID
GP11010	Isobutylene 100ppm-17L	\$35.00	TVA1000 PID/FID
GP12020	Methane 100ppm-17L	\$35.00	TVA1000 PID/FID
GP12505	Zero Air - 17L	\$35.00	TVA1000 PID/FID
GP12715	Regulator - 1.0 17L	\$85.00	TVA1000 PID/FID
GP12805	Tedlar Bag 1L	\$15.00	TVA1000 PID/FID
005083	Flow Chamber 5083	\$325.00	YSI 556 MPS
655227	Harness, Hands Free 5085	\$26.00	YSI 556 MPS
655229	Carry Case, Form-Fitted, w/Shoulder Strap 5065	\$35.00	YSI 556 MPS
655100	Carrying Case, Small Soft-Sided (instrument & 4m Cable) 5060	\$100.00	YSI 556 MPS
655102	Carrying Case, Large Soft-Sided (instrument & 4m Cable) 5061	\$150.00	YSI 556 MPS
655101	Carrying Case, Small Hard-Sided (instrument & 4m Cable) 5080	\$200.00	YSI 556 MPS
655173	Cable, PC Interface RS-232 5568	\$125.00	YSI 556 MPS
063516	Charger, Cigarette Lighter 616	\$11.00	YSI 556 MPS
655231	Charger, 110v 6114	\$28.00	YSI 556 MPS
005560	Cond, Temp Replaceable Probe 5560	\$410.00	YSI 556 MPS
059880	DO Membrane Kit 5906	\$42.00	YSI 556 MPS
655900	DO Replaceable Probe 559	\$150.00	YSI 556 MPS
006075	Eco-Watch for Windows EW_WIN	\$99.00	YSI 556 MPS
655293	Maintenance Kit 5084	\$12.00	YSI 556 MPS

(This is a Mod to Items in BPA B3-1131-NTSX) All terms of BPA Apply.

*Pricing is subject to change on an annual basis if the Manufacturer's Prices increase.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>USED WITH</u>
005511	Maintenance Kit 5511	\$30.00	YSI 556 MPS
005564	pH Kit 5564	\$200.00	YSI 556 MPS
005565	pH/ORP kit 5565	\$310.00	YSI 556 MPS
655370	Rechargeable Battery Pack Int'l (220V, Europe) 5094	\$275.00	YSI 556 MPS
655374	Rechargeable Battery Pack Int'l (Australia) 5095	\$275.00	YSI 556 MPS
655277	Rechargeable Battery Kit 6118	\$275.00	YSI 556 MPS
069582	Transport Calibration Cup, Clear 695	\$58.00	YSI 556 MPS
063507	Tripod 4654	\$26.00	YSI 556 MPS
063517	Ultra Clamp 614	\$24.00	YSI 556 MPS
SL10005	Solution pH 4 - 500 ML	\$10.50	YSI 556 MPS
SL10020	Solution pH 7 - 500 ML	\$10.50	YSI 556 MPS
SL10035	Solution pH 10 - 500 ML	\$11.00	YSI 556 MPS
SL20010	Solution Cond 1413 - 500 ML	\$11.00	YSI 556 MPS
SL50005	Solution ORP/Redox - 500 ML	\$21.50	YSI 556 MPS
SL50035	Solution Sodium Sulfite - 500 G	\$40.00	YSI 556 MPS
FS15056	DIUF Water, 4L	\$30.00	YSI 556 MPS
050-0010-000	10.6 eV PID Lamp	\$195.00	MultiRAE 4-Gas/PID
008-1111-000	H ₂ S Sensor	\$195.00	MultiRAE 4-Gas/PID
008-1112-000	CO Sensor	\$195.00	MultiRAE 4-Gas/PID
008-1161-000	O ₂ Sensor	\$120.00	MultiRAE 4-Gas/PID
008-1171-002	LEL Sensor	\$175.00	
500-0037-000	Rechargeable, Li-ion Battery Pack	\$200.00	MultiRAE 4-Gas/PID
500-0039-000	Rechargeable, Ni-Dc Battery Pack	\$155.00	MultiRAE 4-Gas/PID
500-0036-000	Wall Charging Adapter	\$35.00	MultiRAE 4-Gas/PID
003-3004-000	Automotive Charging Adapter	\$30.00	MultiRAE 4-Gas/PID
AIR90258	Water Trap Filters (pkg. of 100)	\$180.00	MultiRAE 4-Gas/PID
GP12089	Cal Gas - 4 Gas Mix 34L	\$125.00	MultiRAE 4-Gas/PID
GP12715	Regulator - 1.0 17L	\$85.00	MultiRAE 4-Gas/PID
GP11012	Isobutylene 100ppm - 34L	\$64.00	MultiRAE 4-Gas/PID
GP12735	Regulator - 1.0 105L	\$85.00	MultiRAE 4-Gas/PID
GP12805	Tedlar Bag 1L	\$15.00	MultiRAE 4-Gas/PID

(This is a Mod to Items in BPA B3-1131-NTSX) All terms of BPA Apply.

*Pricing is subject to change on an annual basis if the Manufacturer's Prices increase.

Amendment #2
B3-1131-NTSX

**AMENDMENT #2
BLANKET PURCHASE AGREEMENT**

Category 2 - ER Hazmat
and
Category 9 - Specialized Equipment

BPA No. B3-1131-NTSX

Effective Date: August 22, 2003

PURCHASE OFFICE

U.S. Environmental Protection Agency
Superfund/RCRA Regional Procurement Operations Division
Ariel Rios Building
1200 Pennsylvania Avenue, NW (3805R)
Washington, DC 20460
ATTN: Tanya A. Hoston, Contracting Officer

CONTRACTOR

Pine Environmental Services, Inc.
92 North Main Street, Bldg 20
Windsor, NJ 08561
Attn: Michelle Hermelee

Description of Amendment:

The purpose of this amendment is to correct an administrative error in the BPA number. The BPA number should read "B3-1131-NTSX" in lieu of "B3-1131-TTSX". All other terms and conditions remain unchanged and in full force and effect.

Approved:

Date:

Tanya A. Hoston
Contracting Officer
Environmental Protection Agency

AMENDMENT # 1
B3-1131-NTSX

**AMENDMENT #1
BLANKET PURCHASE AGREEMENT**

Category 2 - ER Hazmat
and
Category 9 - Specialized Equipment

BPA No. B3-1131-TTSX

Effective Date: July 11, 2003

PURCHASE OFFICE

U.S. Environmental Protection Agency
Superfund/RCRA Regional Procurement Operations Division
Ariel Rios Building
1200 Pennsylvania Avenue, NW (3805R)
Washington, DC 20460
ATTN: Tanya A. Hoston, Contracting Officer

CONTRACTOR

Pine Environmental Services, Inc.
92 North Main Street, Bldg 20
Windsor, NJ 085561
Attn: Michelle Hermelee

Description of Amendment:

This amendment revises the Authorized Purchasing Personnel Lists to include the START, ERRS, REAC, ERTS and ER Warehouse Contractors. Item 5 on page 2 is amended to provide a clearer description of each equipment item. All other terms and conditions remain unchanged and in full force and effect.

Equipment Item

Item #9-6 Mercury Vapor Analyzer Jerome 411/431

Item #9-6 PH/Water Quality Meters YSI 556

Item #2-4 Multi Rae Plus with PID (Rae Systems)

Item #2-5 TVA 1000 B PID/FID Combo (Thermo Electron)

Approved:

Date:

_____|S|_____

Tanya A. Hoston
Contracting Officer
Environmental Protection Agency

Contractors listed below on START, ERRS, REAC, ERTTP and ER Warehouse Contracts:

SUPERFUND TECHNICAL ASSESSMENT & RESPONSE TEAM (START) CONTRACTS

REGION 1

1. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-00-097
Contractor's Point of Contact: Mark McDuffee, Program Manager/Team Leader
2. Contractor: Joint Venture - Planners Collaborative, Inc., & Resources Applications, Inc.
Contract Number: 68-R1-01-01
Contractor's Point of Contact: Ron Sharpin, Program Manager

REGION 2

1. Contractor: Weston Solutions, Inc.
Contract Number: 68-W-00-113
Contractor's Point of Contact: Carl Kelley, Program Manger
2. Contractor: Weston Solutions, Inc.
Contract Number: 68-W-00-121
Contractor's Point of Contact: Scott Butterfield, Project Manager
3. Contractor: Environmental Compliance, Inc.
Contract Number: 68-S2-00-07
Contractor's Point of Contact: John Jimenez, Program Manager

REGION 3

1. Contractor: Tetra Tech
Contract Number: 68-S3-00-02
Contractor's Point of Contact: Bill Hagel, Program Manger
2. Contractor: Ecology & Environment (E&E)
Contract Number: 68-S3-00-01
Contractor's Point of Contact: Drew Wojtanik

REGION 4

1. Contractor: Tetra Tech EM, Inc.
Contract Number: 68-W-00-120
Contractor's Point of Contact: Steve Pierce, Program Manager
2. Contractor: Roy F. Weston, Inc.,

Contract Number: 68-W-00-123
Contractor's Point of Contact: Ray Doyle, Program Manager

REGION 5

1. Contractor: Tetra Tech
Contract Number: 68-W-00-129
Contractor's Point of Contact: Tom Kouris, Team Leader
2. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-00-119
Contractor's Point of Contact: Dean Geers, Team Leader

REGION 6

1. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-01-005
Contractor's Point of Contact: Robert B. Beck, Program Manager

REGION 7

1. Contractor: Tetra Tech EM Inc.
Contract Number: 68-S7-01-41
Contractor's Point of Contact: Hieu Vu, Team Leader Contractor:

REGION 8

1. Contractor: URS Operating Services
Contract Number: 68-W-99-118
Contractor's Point of Contact: Thomas F. Staible, Team Leader

REGION 9

1. Contractor: Ecology & Environment, Inc.
Contract Number: 68-W01-012
Contractor's Point of Contact: Thompson Chambers, Project Manager

REGION 10

1. Contractor: Ecology & Environment, Inc.
Contract Number: 68-S0-01-01
Contractor's Point of Contact: Dhroov Shivjiani, Program Manager
2. Contractor: Roy F. Weston, Inc.
Contract Number: 68-S0-01-02
Contractor's Point of Contact: Frank Monahan, Program Manager

3. Contractor: Herrera Environmental Consultants
Contract Number: 68-S0-01-03
Contractor's Point of Contact: Carlos E. Herrera, President

RESPONSE ENGINEERING & ANALYTICAL CONTRACT (REAC)

1. REAC Contractor: Lockheed Martin/REAC
Contract Number: 68-C-99-223
Contractor's Point of Contact: Dennis Miller, Acting Project Manager

ENVIRONMENTAL RESPONSE TRAINING PROGRAM CONTRACT (ERTP)

1. ERTTP Contractor: Tetra Tech NUS, Inc.
Contract Number: 68-C7-0033
Contractor's Point of Contact: Michael Gibbons, Program Manager

REMOVAL ACTION EMERGENCY AND RAPID RESPONSE SERVICES CONTRACTS (ERRS)

REGION 1

1. Contractor: The IT Group
Contract Number: 68-R1-98-01
Contractor's Point of Contact: Taylor Treat
2. Contractor: Coastal Environmental Corp
Contract Number: 68-S1-00-01
Contractor's Point of Contact: Dan Fenno

REGION 2

1. Contractor: WRS Infrastructure and Environment, Inc.
Contract Number: 68-S2-99-07
Contractor's Point of Contact: Doug Henne
2. Contractor: Earth Tech, Inc
Contract Number: 68-S2-99-08
Contractor's Point of Contact: Joe West
3. Contractor: WRS Infrastructure and Environment, Inc.
Contract Number: 68-S2-99-06
Contractor's Point of Contact: Doug Henning

REGION 3

1. Contractor: The IT Group
Contract Number: 68-S3-00-06
Contractor's Point of Contact: Steve Petty
2. Contractor: Earth Tech, Inc.
Contract Number: 68-S3-00-07
Contractor's Point of Contact: Rodney Swiney
3. Contractor: Guardian Environmental Services, Inc.
Contract Number: 68-S3-99-04
Contractor's Point of Contact: Terry Boos
4. Contractor: ECG Industries, Inc.
Contract Number: 68-S3-99-05
Contractor's Point of Contact: Richard Connell
5. Contractor: Industrial Marine Service, Inc.
Contract Number: 68-S3-99-06
Contractor's Point of Contact: Mike Kelly

REGION 4

1. Contractor: CMC, Inc
Contract Number: 68-S4-02-04
Contractor's Point of Contact: Clay Corman
2. Contractor: Kemron Environmental Services, Inc.
Contract Number: 68-S4-02-05
Contractor's Point of Contact: John Dwyer
3. Contractor: WRS Infrastructure & Environment, Inc.
Contract Number: 68-S2-02-06
Contractor's Point of Contact: Michael Copeland
4. Contractor: Ferguson Harbour Incorporated
Contract Number: 68-S4-02-07
Contractor's Point of Contact: Michael Hextell

REGION 5

1. Contractor: Environmental Quality Management, Inc.
Contract Number: 68-S5-98-01
Contractor's Point of Contact: Jack S. Greber
2. Contractor: Earth Tech, Inc.
Contract Number: 68-S5-98-02
Contractor's Point of Contact: Bob Koentop

3. Contractor: Ferguson Harbour, Inc.
Contract Number: 68-S5-99-21
Contractor's Point of Contact: Michael Hextell

REGION 6

1. Contractor: A&B Environmental Services, Inc
Contract Number: 68-R6-9803
Contractor's Point of Contact: Ram Ramakrishnan

2. Contractor: Environmental Quality Management, Inc.
Contract Number: 68-S6-0201
Contractor's Point of Contact: Jack Greber

3. Contractor: Earth Tech, Inc
Contract Number: 68-S6-0202
Contractor's Point of Contact: Rodney Swiney

REGION 7

1. Contractor: Environmental Restoration, L.LC
Contract Number: 68-S7-02-04
Contractor's Point of Contact: Dennis Greaney

REGION 8

1. Contractor: Environmental Quality Management, Inc. (EQM)
Contract Number: 68-W-02-072
Contractor's Point of Contact: Jack S. Greber, President

2. Contractor: Environmental Restoration, L.L.C.
Contract Number: 68-W-01-053
Contractor's Point of Contact: Dennis Greaney, President

REGION 9

1. Contractor: Environmental Quality Management, Inc
Contract Number: 68-W-02-016
Contractor's Point of Contact: Jack S. Greber

2. Contractor: Project Resources Inc.
Contract Number: 68-W-02-017
Contractor's Point of Contact: Frank Loscavio

REGION 10

1. Contractor: Environmental Quality Management
Contract Number: 68-S7-01-64
Contractor's Point of Contact: Jack S. Greber

EMERGENCY RESPONSE WAREHOUSE CONTRACTS

REGION 1

1. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-03-011
Contractor's Point of Contact: Mark McDuffee, Program Manager/Team Leader

REGION 4

1. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-02-79
Contractor's Point of Contact: Mark McDuffee, Program Manager/Team Leader

REGION 5

1. Contractor: Tetra Tech
Contract Number: 68-W-03-012
Contractor's Point of Contact: Tom Kouris, Team Leader
2. Contractor: Environmental Restoration, LLC
Contract Number: 68-S5-02-01
Contractor's Point of Contact: David Brinkmeyer

REGION 6

1. Contractor: Roy F. Weston, Inc.
Contract Number: 68-W-03-009
Contractor's Point of Contact: Robert B. Beck, Program Manager

REGION 7

1. Contractor: Tetra Tech EM Inc.
Contract Number: 68-W-02-080
Contractor's Point of Contact: Hieu Vu, Team Leader

REGION 8

1. Contractor: URS Operating Services
Contract Number: 68-W-02-081
Contractor's Point of Contact: Thomas F. Staible, Team Leader

REGION 10

1. Contractor: Ecology & Environment, Inc.
Contract Number: 68-W-02-083
Contractor's Point of Contact: Dhroov Shivjiani, Program Manager

BLANKET PURCHASE AGREEMENT

Category 2 - ER Hazmat
and
Category 9 - Specialized Equipment

BPA No. B3-1131-TTSX

Effective Date: July 11, 2003

PURCHASE OFFICE

U.S. Environmental Protection Agency
Superfund/RCRA Regional Procurement Operations Division
Ariel Rios Building
1200 Pennsylvania Avenue, NW (3805R)
Washington, DC 20460
ATTN: Tanya A. Hoston, Contracting Officer

CONTRACTOR

Pine Environmental Services, Inc.
92 North Main Street, Bldg 20
Windsor, NJ 085561
Attn: Michelle Hermelee

1. Description of Agreement:

The contractor shall furnish and deliver the equipment and supplies associated with EPA's Emergency Response Program (Category 2 - Emergency Response Hazmat and Category 9 - Specialized Equipment Items) on an as required basis from the above effective date through July 10, 2008. Orders will be placed for specific requirements by authorized Environmental Protection Agency (EPA) personnel or authorized contractor personnel specified by the EPA Contracting Officer. Prices for all requirements are outlined below and shall remain in effect throughout the term of this agreement.

2. Description of Supplies/Services:

Purchase of Mercury Vapor Analyzers , pH/Water Quality Meters, PIDs and PID/FID combos

3. Extent of Obligation:

The Government is not obligated to order any equipment or supplies under this Agreement. The Government is obligated only to the extent of authorized purchase orders placed against this Blanket Purchase Agreement (BPA). The Government reserves the right to award contracts or agreements to other sources for like equipment or supplies during the same delivery period as this Agreement.

4. a. Purchase Limitation:

Any purchase order placed under this Agreement shall not exceed the limit of the Ordering Officer's authority as specified herein. The total amount of purchase orders placed against this Agreement shall not exceed \$5,000,000 throughout effective date of this Agreement.

b. Limitation of Funds:

The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the next purchase order placed against the BPA will exceed 75% of the total "not to exceed amount" listed in paragraph 4(a) of the BPA entitled "Purchase Limitations."

5. Pricing Compliance:

The contractor agrees that any purchase order placed under this Agreement will be given the following price/discounts:

<u>Equipment Item</u>	<u>Unit Price</u>
Mercury Vapor Analyzer Jerome 411/431	\$10,796.18
PH/Water Quality Meters YSI 556	\$2,995.00
PID	\$3,018.00
PID/FID Combo	\$9,980.00

Recurring Orders:

Pine Environmental Services, Inc. will offer to EPA the initial price listed above on all purchases through December 31, 2004.

6. Ordering Procedures and Limitations:

a. Purchase orders shall be the method for ordering under this Agreement. All

purchase orders placed with the contractor under this Agreement must be made only by authorized personnel. Attachment 1 to this Agreement outlines those personnel who have been granted authority to place orders and commit government funds. Shipping instructions will be specified with each purchase order.

b. Any purchase order placed by individuals other than those authorized callers outlined in Attachment 1 will be considered as an unauthorized procurement and the unauthorized caller may be liable for the cost of the equipment/supplies provided. The contractor is advised and cautioned to accept purchase orders only from the authorized ordering officials outlined in Attachment 1.

7. Performance and Delivery:

a. All equipment and services requested under this Agreement shall be delivered to the address as specified by each individual purchase order.

b. All deliveries shall be made within the time agreed upon by the contractor and the authorized caller when the purchase order is placed.

c. Delivery of all items under this Agreement shall be shipped F.O.B. Destination.

8. Delivery Tickets:

All shipments under this Agreement shall be accompanied by a signed delivery ticket or sales slip which contains the following required information:

- a. Name of contractor
- b. Blanket Purchase Agreement number: **B3-1131-TTSX**
- c. Date of purchase order
- d. Description of equipment/supplies furnished
- e. Quantity, unit price and extension of each line item less applicable discounts
- f. Date of delivery or shipment

9. Invoices:

The contractor shall invoice on an as incurred basis. Each invoice shall be based on the delivery tickets and invoices for the month. Invoices shall include all deliveries made during the billing period for which payment has not been received. Invoices shall be submitted to the following address:

Environmental Protection Agency
HQ Financial Service Division

Mail Code: 2734R
1200 Pennsylvania Ave.
Washington, DC 20460

10. Applicability of Federal Supply Schedule (FSS):

Not Applicable.

11. Applicable Clause:

The following clause is incorporated by reference and shall have the same force and effect as if given in full text:

52.213-1 - Fast Payment Procedures (FEB 1998)

To obtain electronic access to the full text clause, the contractor is encouraged to go to [http:// www.arnet.gov/far/](http://www.arnet.gov/far/) and click on the Federal Acquisition Regulation (FAR) link.

12. Incorporated Documents:

The following documents are incorporated herein and made a part of this Agreement:

- a. Contractor's Offers dated June 20, 2003 and June 30, 2003
- b. Attachment 1- Authorized Personnel Listing

Signature:

|S|

7/11/03

Date: _____

Michelle Hermelee
Sales Manager
Pine Environmental Services, Inc.

Approved:

|S|

7/11/03

Date: _____

Tanya A. Hoston
Contracting Officer
U.S. Environmental Protection Agency

Attachment 1
Authorized Personnel Listing

The following individuals are authorized to place orders against BPA No.B3-1102-NTLX.
Personnel authorized to place orders may change throughout the term of this Agreement:

Raoul Scott
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-5752

Margie Weathers
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-4443

Tanya Hoston
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-0996

Robert Edgeton
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-2776

Carolyn Rossmann
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-2669

Lenee Morina
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-4720

Christine Edwards
Office of Acquisition Management
Superfund/RCRA Service Center
1300 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 3805R
(202) 564-2182

ANY Warranted EPA Contracting Officer

ANY EPA ON-SITE-COORDINATOR (OSC) with Purchase Card Authority